



# Commonwealth of Kentucky

## SOLICITATION

TITLE: State Energy Efficient Appliance Rebate Program

|             |                                    |                    |
|-------------|------------------------------------|--------------------|
| DATE ISSUED | SOLICITATION CLOSES                | SOLICITATION NO.   |
| 2009-11-20  | Date: 2009-12-11<br>Time: 16:30:00 | RFP 127 1000000152 |

|  |  |   |   |
|--|--|---|---|
| I<br>S<br>S<br>U<br>E<br>D<br><br>B<br>Y | 500 MERO ST, 12th FL CPT<br>Donna Norton | A<br>D<br>D<br>R<br>E<br>S<br>S<br><br>T<br>O | Please see the Terms and Conditions<br>For Information on where to submit<br>Your Bid/Proposal. |
|  |  |   |   |
| V<br>E<br>N<br>D<br>O<br>R               | Name:                                    | R<br>E<br>M<br>I<br>T<br><br>T<br>O           | Name:   |
|  | Address:                                 |   | Address:  |
|  | City, State Zip Code:                    |   | City, State Zip Code:   |
|  | Phone #:                                 |   | Phone #:  |
|  | Email Address:                           |   | Email Address:  |
|  | Contact Name:                            |   | Contact Name:   |
|  | Contact Email:                           |   | Contact Email:  |
|  | Vendor Customer (VC) #:                  |   | Vendor Customer (VC) #:   |

FOR INFORMATION CALL: Donna Norton  
502-564-7192

ONLINE BIDDING PROHIBITED Yes

OWNERSHIP TYPE:  
☐ Sole Proprietorship   ☐ Partnership   ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X \_\_\_\_\_ FEIN# \_\_\_\_\_ DATE \_\_\_\_\_

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default

| Line | CL Description | Due Date | Quantity | Unit Issue | Unit Cost | Line Total Or Contract Amt |
|------|----------------|----------|----------|------------|-----------|----------------------------|
|------|----------------|----------|----------|------------|-----------|----------------------------|

1 State Energy Efficient Appliance  
Rebate Program (SEEARP)

| Comm Code | Comm Description | Manufacturer | Model # | Man Part # |
|-----------|------------------|--------------|---------|------------|
|-----------|------------------|--------------|---------|------------|

90628 Energy Conservation; New Energy  
Sources (Solar, etc.) - Arch

Extended Description

|                                |  |    |       |                                |  |    |       |
|--------------------------------|--|----|-------|--------------------------------|--|----|-------|
| B<br>I<br>L<br>L<br><br>T<br>O | Energy and Enviroment Cabinet                |    |       | S<br>H<br>I<br>P<br><br>T<br>O | Energy and Enviroment Cabinet                |    |       |
|                                | Dept for Energy Development and Independence |    |       |                                | Dept for Energy Development and Independence |    |       |
|                                | 12th FL 500 MERO STREET                      |    |       |                                | 12th FL 500 MERO STREET                      |    |       |
|                                | CAPITAL PLAZA TOWER, 12TH FLOO               |    |       |                                | CAPITAL PLAZA TOWER, 12TH FLOO               |    |       |
|                                | FRANKFORT                                    | KY | 40601 |                                | FRANKFORT                                    | KY | 40601 |
|                                | US   |    |       |                                | US   |    |       |

| Evaluation Criteria   |                      |        |   |
|---|----------------------|--------|---|
| The following criteria will be used when determining the award of this solicitation |                      |        |   |
| Code  | Criteria Description | Points | Vendor Response<br>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.) |

Implementation and Strategy 35

Qualifications and Expertise 40

Detailed description of project costs and budget 25

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## **REQUEST FOR PROPOSAL FOR PERSONAL SERVICES CONTRACT**

Kentucky Department for Energy Development and Independence (DEDI)  
**State Energy Appliance Rebate Program**  
**RFP 127 1000000152**

This document constitutes a Request for Proposals for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, DEDI.

### **I. DESCRIPTION OF SERVICES REQUIRED**

Grants have been awarded to the Commonwealth of Kentucky to provide American Recovery and Reinvestment Act funding for the establishment and administration of State Appliance Rebate Programs. This announcement seeks proposals to develop, implement and market a rebate program. Proposals are sought from entities having qualifications and experience for successfully conducting rebate programs for consumer home appliances. The funding for the rebates will be provided by the DEDI. The successful respondent to this solicitation will have experience in developing and conducting consumer rebate programs throughout the State of Kentucky

### **II. INFORMATION AND DATA REQUIRED OF EACH OFFEROR**

Offerors shall submit a signed original proposal to DEDI that includes the following information.

*Please note that an authorized agent **MUST** complete and sign the Solicitation form. Failure to sign shall render the bid invalid.*

*Electronic or Facsimile proposals shall not be considered.*

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Offerors shall submit a detailed project plan for developing and implementing the rebate program for up to three years or until the funds have been expended. The plan shall include the following:

1. Name, Social Security Number or Federal Identification Number (FEIN), address, and telephone number. Provide e-mail address and website address, if available.
2. Provide professional references. Include names and addresses of 3 organizations with whom the offeror has previously contracted to provide similar services.
3. Qualifications and expertise. Describe the organization and the services provided. Include years of experience describe type of experience required. Specify years of experience as a describe type of experience required.
  - a. Provide a description of the organization, including purpose, history, and an organizational chart.
  - b. Describe current services.
  - c. Identify the target groups currently served.
  - d. Provide an overview of your accounting system and practices.
  - e. Provide a description of the organization's and personnel experience in providing similar services and expertise needed to manage SEEARP. Web sites, photos, sample checks, reports and/or other collateral materials are encouraged.
  - f. Certify that an organizational conflict does not exist.
  - g. Eligible applications for rebates under the Kentucky Rebate Program are limited to Kentucky residential consumers purchasing from a Kentucky based dealer, with a one appliance per category limit. Describe your experience with fraud prevention and mitigation.
  - h. Provide certification in writing that your organization and partner organizations have not been disbarred or suspended from doing business with the federal government and must certify as such.
  - i. Provide the most current independent financial audit dated no more than twelve months past the end of its most recent fiscal

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year.

- j. Provide a statement addressing the organization's ability to begin services upon DEDI's acceptance of the proposal.
- k. Develop partnerships and contractual agreements.
- l. Describe contractual work that will be needed and the work contractors will perform, if any.
- m. Explain roles of utilities, retailers, and other partner organizations, if applicable, including where they are located (Kentucky organizations preferred).

#### 4. Implementation Strategy/Design

- a. Develop a proposed implementation strategy.
  - 1) Develop a rebate form for the products DEDI has identified for the program, including the following required elements;
    - a) Agency logo and tag line
    - b) Contact information for appliance recycling pickup
    - c) Web address for information on proper solar installation practices
    - d) Type of appliance being replaced
    - e) Consumer information – name, address, phone number
    - f) Disclaimer regarding proper documentation for rebate
    - g) Disclaimer regarding availability of funds
    - h) Disclaimer regarding verification of eligible appliances
  - 2) The rebate form must be available in electronic format and must be designed to incorporate DEDI specified embedded objects, text and logos. Describe ability to make form downloadable and available over the internet.
  - 3) Describe the rebate process from the point a customer enters a retailer.
  - 4) Describe the form of rebate instrument and rebate processing system once the purchase is made.
  - 5) Describe how the rebate will be processed and the time by which the consumer will receive the rebate instrument.
  - 6) The rebate must be payable not more than 60 days from

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issuance.

- 7) The rebate must be able to include embedded objects and logos.
- 8) Describe the tracking system in detail to include verification of residential name, address, and phone number of rebate applicant, as well as KY purchase location, zip code, make and model of Energy Star appliance.
- 9) Describe the fraud prevention and detection strategy.
- 10) Quantify your process volume capabilities and ability to respond to volume variations on a daily and weekly basis.
- 11) Describe customer service capabilities, including toll free customer service representative and email inquiries for residents about the status of their rebates. How will you handle non- English speaking residents.
- 12) Describe how you will handle tax consequences for rebates over \$600.00
- 13) Forecast when funds will be expended.
- 14) Describe the process for returning issued, unspent rebates.

b. Develop the marketing plan

- 1) Describe how this program will be marketed statewide to give everyone an opportunity to participate.
- 2) Describe how you will communicate with DEDI when funds are nearly depleted.
- 3) Describe how this plan will quickly disburse and spend down the funds to the public, providing economic stimulus.

5. Cost. Describe the total budget by the following categories (required by DOE); assumptions are approximately 23,000 rebates for 17 Energy Star appliances totaling approximately \$4million.

- a. Accounting
- b. Processing/Verification
- c. Marketing
- d. Education
- e. Tracking
- f. Also provide another budget breakdown (of the same total

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funds) by:

g. Personnel, Indirect charges, travel, equipment

6. Period of Performance. This contract shall be effective upon filing with the Government Contract Review Committee. DEDI reserves the right to cancel this RFP at any time for any reason. Any awards from this RFP are invalid until properly approved and executed by the Finance and Administration Cabinet.

### **III. RELATIVE IMPORTANCE OF PARTICULAR QUALIFICATIONS**

After determining that a proposal includes all required information and data, DEDI will evaluate the proposal based on the following evaluation factors:

|  |           |
|--|-----------|
| Personnel Qualifications and Expertise | 40 points |
| Implementation Strategy/Design         | 35 points |
| Cost                                   | 25 points |

- ☞ Low administrative costs. Proposals for in kind matching funds for no-cost rebate processing is encouraged.

DEDI reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

After determining the best proposal received, the department reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the department reserves the right to proceed to the next highest rated proposal.



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### **III. GENERAL INFORMATION**

The total amount of the grant to be issued as rebates is approximately \$4 million, but is dependent upon other program costs. Based on this figure DEDI estimates there will be a rebate volume of approximately 23,000 rebates. The planned eligible appliances currently include the following:

1. Clothes washers
2. Dishwashers
3. Refrigerators
4. Freezers
5. Room air conditioners
6. Gas condensing water heaters
7. Electric pump water heaters
8. Hi-Efficiency gas storage water heaters
9. Gas tankless water heaters
10. Solar water heaters (electric back-up)
11. Solar water heaters (gas back-up)
12. Central air conditioners
13. Air source heat pumps
14. Geothermal heat pumps
15. Gas furnaces
16. Gas boilers

Given the above product list, the universe of eligible appliance makes and models can be verified at the ENERGY STAR products web site:  
<http://www.energystar.gov/index.cfm?c=home.index>

The State wishes to encourage the recycling of retired products and the communication of proper methods of disposal and recycling alternatives.

Offerors are advised that any personal service contract resulting from this Request for Proposals for Personal Service Contract must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

The Commonwealth reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

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The Commonwealth reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

**Notification of Award** - To view the Award of Contract(s) and the Contractor(s) receiving the Award(s) for this Solicitation, access the **E-Procurement Directory** at <http://eprocurement.ky.gov>. The Award(s) information can be accessed by clicking on the View Awards link under the Procurement area located on the top of the center column of the E-Procurement Directory homepage. It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

**Questions regarding this RFP** - Questions must be submitted in writing to the DEDI contact named in this RFP. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's E-Procurement page.

**Access to Solicitation, RFP and Addenda** - The Solicitation, the RFP and Attachments and any Addenda shall be posted to the E-Procurement Directory at <http://eprocurement.ky.gov>

***It is the vendors' responsibility to assure they have obtained copies of all information and forms.***

**Proprietary Information** – The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. DEDI shall not disclose any portions of the proposals prior to contract award to anyone outside the DEDI, the Finance and Administration Cabinet, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the DEDI shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the

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Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

**Additional Requirements** – Vendors should review and comply with the general bidding requirements listed under "Laws, Policies and Procedures" and "Standard Attachments and General Terms" located on the eProcurement Web page at <https://eprocurement.ky.gov>.

#### **Certification Regarding Debarment and Suspension**

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

#### **Contract Components and Order of Precedence**

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;

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3. The Solicitation and all attachments thereto.
4. PSC1 Personal Service Contract Clauses;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

#### **IV. RESPONSES**

##### **Electronic or Facsimile Proposals shall not be accepted.**

Proposals submitted in response to this Request for Proposals for a Personal Service Contract must be received in hardcopy form **no later than 4:30 p.m. Eastern Standard Time on Friday, December 11, 2009.** Proposals which arrive after this date and time shall not be considered for an award of contract, unless: a) no bids are received other than the late bid; and b) the need of an agency is determined to preclude the re-solicitation of bids; and c) the offer is evaluated and found to be in the best interest of the Commonwealth.

One (1) marked Original Proposal and three copies shall be submitted to:

Energy and Environment Cabinet  
 Department for Energy Development and Independence  
 12<sup>th</sup> Floor, Capital Plaza Tower  
 500 Mero Street  
 Frankfort, KY 40601  
 Attention: Donna Jones  
 502-564-7192

#### **V. RESTRICTIONS ON COMMUNICATIONS**

The Contract Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to:

|            |                                |  |                         |
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Virginia Phifer  
Department for Energy Development and Independence  
Energy and Environment Cabinet  
500 Mero Street, CPT, 6th Floor, Rm 636  
Frankfort, KY 40601  
Telephone: 502-564-7192  
Email: [Virginia.Phifer@ky.gov](mailto:Virginia.Phifer@ky.gov)  
[www.energy.ky.gov](http://www.energy.ky.gov)

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Commonwealth Staff concerning this RFP except:

- ✎ The Contract Contact cited in this RFP; or
- ✎ Via written questions submitted to the Contract Contact

***For violation of this provision, the Commonwealth shall reserve the right to reject their proposal response.***

#### **ITEMS THAT SHALL BE SUBMITTED WITH YOUR BID**

- 1. SIGNED SOLICITATION INCLUDING YOUR CORRECT ADDRESS, REMIT TO ADDRESS AND FEDERAL TAX IDENTIFICATION NUMBER.**
- 2. SIGNED ADDENDUMS (IF APPLICABLE)**
- 3. SIGNED AND NOTARIZED REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS (AVAILABLE AT THE FOLLOWING LINK): <http://eprocurement.ky.gov/attachments.htm>**

#### **PSC Standard Terms and Conditions**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

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**Whereas**, the second party, the contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**Effective Date:**

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC").

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**Renewals:**

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

**LRC Policies:**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 *et seq.*, where applicable.

**Choice of Law and Forum:**

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the

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Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

**Cancellation:**

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

**Funding Out Provision:**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

**Authorized to do Business in Kentucky:**

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

**Invoices for fees:**

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**Travel expenses, if authorized:**

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

**Other expenses, if authorized herein:**

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted

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periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

1. Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.
2. Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.
3. Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

**Purchasing and specifications:**

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

**Conflict-of-interest laws and principles:**

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**Campaign finance:**

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the



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election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

#### **Certification:**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". The contractor, as defined in KRS 45A.030(9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

#### **Protest**

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. **A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have**

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**known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:**

Jonathan Miller, Secretary  
Commonwealth of Kentucky  
Finance and Administration Cabinet  
Room 383, New Capitol Annex  
702 Capitol Avenue  
Frankfort, KY 40601  
Phone #: (502) 564-4240  
Fax #: (502) 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

**Social security: (check one)**

\_\_\_\_\_ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

\_\_\_\_\_ the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**Violation of tax and employment laws:**

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

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To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

\_\_\_\_\_ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

**Discrimination:**

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national

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origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part

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and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**END OF RFP**